# EX. 3
# APP. 030 - 054

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NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION

*******************************************

In The Matter of Arbitration Between

NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION DISCIPLINARY COMMITTEE

and

STEVEN WEINBERG

Case No. NFLPA 03-D1

*******************************************

OPINION AND AWARD

ROGER P. KAPLAN, ESQ., ARBITRATOR

*******************************************

APPEARANCES:

For NFLPA Disciplinary Committee: Richard Berthelsen, Esq.

For Steven Weinberg: Alan D. Strasser, Esq.

STATEMENT OF THE CASE

On February 7, 2003, Mr. Steven Weinberg appealed the National Football League Players Association (NFLPA) Disciplinary Committee's (Committee) decision to immediately revoke his certification as an NFLPA Contract Advisor on February 6, 2003. I held a hearing on a Motion to Stay the discipline on Tuesday, February 18, 2003 in Alexandria, Virginia. Following consideration of the evidence and argument presented by the parties, I denied Weinberg's Motion to Stay on February 26, 2003. On April 29, and 30, 2003, I held hearings in Alexandria, Virginia on the revocation of Weinberg's certification. Both parties had the opportunity to examine and cross-examine witnesses as well as present evidence and argument in support of their respective positions. A verbatim transcript was made of the proceeding. I received post-hearing briefs from both parties on approximately June 11, 2003.

ISSUES

Upon consideration of the record, I find that the issues are:

1. Whether Contract Advisor Steven Weinberg has engaged in or is engaging in prohibited conduct, as alleged by the Committee in its November 19, 2002 Complaint?

2. If so, whether the discipline should be affirmed or modified?

PERTINENT NFLPA REGULATIONS GOVERNING CONTRACT ADVISORS (as Amended June 1, 1998)

SECTION 3: STANDARD OF CONDUCT FOR CONTRACT ADVISORS

The objective of the NFLPA in implementing these Regulations is to enable players to make an informed selection of a Contract Advisor and to help assure that the Contract Advisor will provide effective representation at fair, reasonable, and uniformly applicable rates to those individual players he/she represents, and to avoid any conflict of interest which could potentially compromise the best interests of NFL players.

A. General Requirements

. . . a Contract Advisor shall:

(14) Fully comply with applicable state and federal laws;

B. Prohibited Conduct

Contract Advisors are prohibited from:

(7) Engaging in any other activity which creates an actual or potential conflict of interest with the effective representation of NFL players;

(13) Engaging in unlawful conduct and/or conduct involving dishonesty, fraud, deceit, misrepresentation, or other activity which reflects adversely on his/her fitness as a Contract Advisor or jeopardizes his/her effective representation of NFL players;

(22) Violating any other provision of these Regulations.

SECTION 4: AGREEMENTS BETWEEN CONTRACT ADVISORS AND PLAYERS; MAXIMUM FEES

B. Contract Advisor's Compensation

(4) A Contract Advisor is prohibited from receiving any fee for his/her services until and unless the player receives the compensation upon which the fee is based. However, these Regulations recognize that in certain circumstances a player may decide that it is in his best interest to pay his Contract Advisor's fee in advance of the receipt of any deferred compensation from his NFL club. Accordingly, a player may enter into an agreement with a Contract Advisor to pay the Contract Advisor a fee advance on deferred

compensation due and payable to the player. Such fee advance may only be collected by the Contract Advisor after the player has performed the services necessary under his contract to entitle him to the deferred compensation. Further, such an agreement between a Contract Advisor and a player must be in writing, with a copy sent by the Contract Advisor to the NFLPA.

For purposes of determining the fee advance, the compensation shall be determined to be an amount equal to the present value of the deferred player compensation. The rate used to determine the present value of the deferred compensation shall be the rate used in Article XXIV, Section 7(a)(ii) of the 1993 CBA.

APPENDIX C

NFLPA STANDARD REPRESENTATION AGREEMENT

3. Contract Services

Player hereby retains Contract Advisor to represent, advise, counsel, and assist Player in the negotiation, execution, and enforcement of his playing contract(s) in the National Football League.

In performing these services, Contract Advisor acknowledges that he/she is acting in a fiduciary capacity on behalf of Player and agrees to act in such manner as to protect the best interests of Player and assure effective representation of Player in individual contract negotiations with NFL Clubs. * * *

## FACTS

This proceeding concerns Weinberg's appeal of his decertification by the NFLPA Disciplinary Committee on February 6, 2003. The Committee refused to stay that decertification based on Weinberg's February 7, 2003 appeal of its decision. On

February 26, 2003, following a hearing on the matter, I denied Weinberg's Motion to Stay his decertification. As indicated, I held hearings on April 29, and 30, 2003 on Weinberg's appeal of his decertification, at which the following evidence was adduced.

Weinberg has been an NFLPA certified Contract Advisor since approximately 1982. His office is in Dallas, Texas. As of February 6, 2003, he served as a Contract Advisor for approximately 37 NFL players.

In early 1998, Weinberg met Howard Silber, another NFLPA certified Contract Advisor. Weinberg and Silber agreed to form a joint venture whereby they would share fees and expenses associated with representing basketball players. Weinberg and Silber later entered into an oral agreement regarding the joint representation of NFL players.

In early 1999, the partnership between Weinberg and Silber ended acrimoniously; Weinberg filed litigation in Texas and Silber filed in California. Weinberg testified that in April 1999, he requested the NFLPA mediate his dispute with Silber. Such mediation never took place.

Weinberg and Silber met, but were unsuccessful in resolving their dispute. Pursuant to an arbitration agreement dated December 1, 1999, they submitted the dispute to Arbitrator Gary Berman. Arbitrator Berman conducted a hearing on March 17, 2000. Based on the evidence before him, Arbitrator Berman issued an Award on October 20, 2000 (2000 Award), in which he ordered Weinberg and Silber to split the Contract Advisor fees paid with respect to one of their clients, Stephen Davis (a running back for the Washington Redskins). He found Davis was a client of the Weinberg-Silber joint venture in 1999 and in the negotiations by Weinberg which culminated with Davis' signing a multi-year contract with the Washington Redskins (Redskins). Arbitrator Berman ordered Weinberg to pay Silber $47,745 based on Davis' $3,183,000 compensation for the 1999 NFL season. He also ordered that Weinberg pay $28,500 in Silber's reasonable attorney's fees. In addition, Arbitrator Berman made the following findings:

> 4. That as a result of the testimony presented by Mr. Weinberg and Mr. Silber, the arbitrator is convinced that these men are guided solely by self-interest, without regard for each other or their clients;
>
> 5. That based on all the evidence presented, the arbitrator, in the spirit of equity, to the extent that such principle can apply to the parties in this matter, orders that there be a split on fees paid only with respect to one of the joint-venture's clients, Washington Redskins running back Stephen Davis.

Silber and Weinberg filed cross motions to confirm and vacate Arbitrator Bermans' 2000 Award on November 9, 2000 and November 29, 2000 respectively in the United States District Court for the Northern District of Texas Dallas Division. On April 25, 2001, the Court issued a Memorandum Opinion & Order in which it remanded the matter to Arbitrator Berman for correction of minor errors, but without disturbing the overall thrust of his 2000 Award.

On July 30, 2001, Arbitrator Berman issued an Amended Arbitration Award (Amended Award). He ordered that Weinberg pay Silber one and one half percent (1.5%) of the amount in Davis' 1999 NFL Player Contract ($14,010). Arbitrator Berman ordered further that as Davis paid Weinberg Contract Advisor fees for the remaining years of his Redskins' contract, Weinberg must in turn pay Silber a portion of those fees amounting to one and one half percent (1.5%) of Davis' earnings.

Weinberg and Silber filed motions and amended motions respectively to challenge or confirm Arbitrator Berman's Amended Award. On January 22, 2002, the District Court granted Silber's motion to confirm the Amended Award and entered a final judgment in the case. On February 28, 2002, the District Court granted Silber's motion to amend the January 22nd final judgment, apparently insofar as the post-judgment interest rate. Weinberg appealed to the U.S. Court of Appeals for the Fifth Circuit (Fifth Circuit). He did not post a supersedeas bond when he appealed.

Candy Weinberg, Weinberg's wife, testified that in April 2001, while preparing their tax return, she realized that the value of their Merrill-Lynch brokerage account had been considerably reduced. Up until this time, Weinberg had apparently controlled the family's investments. Candy Weinberg testified that she noted that Weinberg had lost money in the past and told him that she was going to ensure that he would not be able to touch that money in the future. She indicated that in order to address this matter, the couple set up an offshore trust account in Nevis, wherein approximately $150,000 was placed in an account for each of the Weinbergs. Candy Weinberg testified that she wanted the money to be as hard to reach as possible for her husband.

The trust in Nevis (a Caribbean country) was known as The SAW Investment Trust (Trust) and Weinberg was the Settlor. It provided, in relevant part:

> Notwithstanding the above paragraph or any other provision of this Trust, should at any time the Trustee receive notice of an Event of Duress or otherwise declare an Event of Duress, during such period of time as the Event of Duress shall be

declared, the Trustees shall pay, apply or accumulate the Trust Funds to or for the benefit of the Settlor or to such persons (specifically excluding, however, any and all distributions or directions to make distributions [regardless from whom such directions are given] to any and all Excluded Persons), as the Settlor in his voluntary exercise of a limited power of appointment shall by will, expressly referring to this power appoint. The provisions of this paragraph 2 specifically supersede any and all other provisions hereof.

As defined in the Trust, an "Event of Duress" included a court judgment which would prevent the free disposal of any monies, investments or assets by the Trustees.

Weinberg testified that he made further transfers to the Trust following its establishment. He could not recall the precise date of the last such transfer, but testified that he ceased the transfers in "early 2002". Weinberg stated that he made no transfers following the February 28, 2002 decision by the District Court because he was advised that to do so risked violation of a law barring fraudulent transfers[1].

Weinberg testified that in the Fall of 2001, he discussed with his attorney the formation of a new business entity. In March 2002, Weinberg formed "Sports at Work Enterprises, Inc." (Sports at Work). Candy Weinberg was the president of Sports at

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1 The law in question is apparently the Texas version of the Uniform Fraudulent Transfer Act.

Work and Weinberg was an employee. Weinberg testified that his annual salary was $60,000; for several years previous to the change in business entities, his earnings had been in the $300,000 to $400,000 range.

On June 6, 2002, Weinberg was deposed by Silber's attorney in connection with the District Court litigation. Weinberg stated that he had "plenty of assets . . . to pay Howard Silber" and that the Trust had nothing to do with the litigation. Weinberg indicated that he had assets in the form of salary accounts receivable and future income from current clients. At the deposition, Weinberg indicated that he received $115,000 from Davis on March 27, 2002 and that he used the monies to pay various personal bills on the same day.[2]

Following Weinberg's June 2002 deposition, Silber began filing garnishment actions against certain NFL players (who were Weinberg's clients) in an effort to recover the monies due him pursuant to the Amended Award and the District Court's Amended Final Judgment. Some of the players were served when they came to Dallas to participate in 2002 regular season NFL games

2 The monies received from Davis included his fees for a signing bonus that Davis earned when he signed his NFL Player Contract in September 2000, but which was payable in installments, including one due April 1, 2002. The monies also included his fees for a roster bonus that Davis did not earn until April 1, 2002.

against the Dallas Cowboys. Weinberg testified that he did not believe that Silber could garnish monies from the players. Once the garnishments commenced, however, Weinberg procured legal representation for some of the affected players. In addition, John Collins, an attorney retained by the NFLPA in connection with these garnishments, testified that at least three (3) or four (4) players were served as they were getting ready to play a game, which he characterized as "distracting, to say the least". Collins testified further that he eventually negotiated a settlement with Silber's attorney whereby monies owed to Silber were paid into an escrow account pending Weinberg's appeal of the judgments against him.

In a letter dated November 19, 2002, the Disciplinary Committee filed a Disciplinary Complaint (Complaint) against Weinberg pursuant to Section 6B of the NFLPA Regulations. The Complaint charged that Weinberg's conduct breached his fiduciary duty to NFL players under the NFLPA Regulations Governing Contract Advisors (NFLPA Regulations). The Disciplinary Committee indicated that Weinberg's conduct violated Sections 3A(14), 3B(7), 3B(13), 3B(22) and 4B(4) of the NFLPA Regulations.

On January 6, 2003, a panel of the Fifth Circuit rejected Weinberg's appeal. The Circuit Court upheld the District

Court's decision; it found that some of Weinberg's arguments were "specious" and "meritless" (Fifth Circuit at 5-7). The Circuit Court addressed other arguments made by Weinberg which it found to be "equally meritless and [to] border on frivolous." (Fifth Circuit at 9). The Circuit Court rejected Weinberg's challenge that Arbitrator Berman had exceeded his authority by basing his award on Davis' 2000 NFL Player Contract with the Redskins. (Fifth Circuit at 9). The Court indicated that, just as the District Court, it would not "second-guess the arbitrator's resolution of this dispute". (Fifth Circuit at 10). The Fifth Circuit stated that:

> Weinberg's remaining arguments, that the award was not timely, that the agreement to arbitrate was "void for vagueness," and that the lack of formal procedures and rules was a "jurisdictional defect" are similarly feckless. (Fifth Circuit at 11).

On February 6, 2003, the Disciplinary Committee revoked Weinberg's certification as a Contract Advisor. The Disciplinary Committee advised Weinberg that it decided:

> . . . to immediately revoke your certification as an NFLPA Contract Advisor pursuant to Section 6B of the NFLPA Regulations Concerning Contract Advisors because of the conduct described in the Disciplinary Complaint filed against you on November 19, 2002. In making its decision, the Committee considered all of the information presented by you and your representatives in the conference call today.

Based on the inability of the parties to resolve this matter amicably, it proceeded to hearing as set forth earlier in this decision.

## DISCUSSION AND ANALYSIS

The present case arises following a dispute between Weinberg and Silber. The substance of that dispute involving those Contract Advisors is not before me. Thus, this arbitration proceeding is not the forum to re-litigate the issues decided in connection with their previous arbitration and the court orders which finally resolved the claims between Weinberg and Silber. The gist of this matter concerns whether Weinberg violated specific provisions of the NFLPA Regulations.

### Fitness as a Contract Advisor

The evidence established that Weinberg and Silber entered into an oral agreement to represent NFL players. There came a point where their relationship ended and their joint venture ceased to function and/or do business. The record is clear that litigation ensued, and that Weinberg and Silber agreed in writing to resolve their dispute through arbitration. Notwithstanding such agreement to abide by the outcome of the arbitration, Weinberg proceeded to challenge the Arbitrator's decision. The District Court litigation which followed sought to confirm or to clarify Arbitrator Berman's decision. Even though certain portions of Arbitrator Berman's decision required clarification and/or correction of minor, administrative errors, the core and substance of his decision remained as Arbitrator Berman had issued it. A key element of Arbitrator Berman's decision was the determination that Weinberg must pay Silber a fixed amount. Arbitrator Berman based the measure of the monies owed by Weinberg to Silber on the Contract Advisor fees owed or that would be owed from Davis. The heart of the matter before me is Weinberg's conduct with respect to his obligation to pay Silber.

The evidence established that during the time period that Weinberg was contesting Arbitrator Berman's decision, Weinberg set up a Trust in Nevis. Notwithstanding Weinberg's assertions that the Trust was designed to satisfy Candy Weinberg's concerns about his management of their investments, the record indicated that Weinberg (as Settlor of the Trust) had broad authority over the funds in the Trust. This authority extended even to the occurrence of an "Event of Distress" such as a judgment from the District Court. Thus, Candy Weinberg's assertion that the Trust was designed to keep him from managing the funds therein is not persuasive. Indeed, the record demonstrated that Weinberg's placement of funds in the offshore Trust reasonably could be anticipated to make it more difficult for creditors, including judgment creditors such as Silber, to gain access to those monies. The timing of the creation of the offshore Trust in such close proximity to the judgment against Weinberg and the characteristics of the offshore Trust are more than mere coincidence. The evidence also showed that Weinberg ceased to make payments to the Trust following the February 28, 2002 District Court decision because he was advised that such transfers might violate the Uniform Fraudulent Transfer Act.

Similarly, the evidence established that the effort to create Sports at Work, and the attendant assignment of assets from Weinberg to that entity, was begun following Arbitrator Berman's Amended Award and during the litigation regarding its confirmation in the District Court. In addition, the record indicated that although the actual assignment of assets was in writing, neither Weinberg's employment agreement nor the agreement whereby the assets would be assigned was in writing. The timing of the creation of Sports at Work and the assignment of assets attendant to the creation of the new entity established that the creation of Sports at Work was related to the course of the litigation.

Based on the evidence related to the offshore Trust and to the establishment of Sports at Work, I conclude that these two efforts were undertaken by Weinberg to shield his assets from Silber. In addition, Weinberg's efforts to prevent Silber from collecting just debts were unprincipled. All of these actions reflect adversely on Weinberg's suitability as a Contract Advisor. Conduct such as Weinberg's here by its very nature jeopardizes his effective representation of NFL players.

Further, according to the terms of Section 3A of the NFLPA Regulations and Section 3 of the Standard Representation Agreement, a Contract Advisor is required to act in a fiduciary capacity on behalf of his/her players. Such requirement is a clear indication of the high standard of conduct expected from a Contract Advisor.

Section 3B(13) of the NFLPA Regulations prohibits a Contract Advisor from "activity which adversely reflects on his/her fitness as a Contract Advisor". I note that Arbitrator Berman and the District Court ordered Weinberg to pay Silber. Notwithstanding certain technical corrections required for the 2000 Award, the monies owed by Weinberg remain unpaid, even though the amount was ordered by the Arbitrator and confirmed by several courts. Nevertheless, Weinberg has avoided payment of such monies owed by hiding assets and by violating the letter and spirit of his written agreement with Silber to resolve their dispute. Such conduct by Weinberg clearly reflects poorly on his fitness as a Contract Advisor.

Conflict of Interest

With respect to Weinberg's alleged conflict of interest with the effective representation of NFL players, the evidence established that once Arbitrator Berman held that Weinberg owed Silber monies and the Court confirmed that holding, it was reasonable to expect that Silber would attempt to collect on that judgment. As indicated above, Weinberg's actions put his assets beyond the easy reach of his creditors, including Silber. I also note Weinberg's statements at his June 2002 deposition wherein he explained that he had assets. Thus, as he possessed assets, including anticipated payments of Contract Advisor fees from players, Weinberg should reasonably have foreseen that Silber would attempt to satisfy his judgment by garnishing those payments to Weinberg from his clients as they were made.

The record indicated that some of Weinberg's clients received service of garnishment at the stadium shortly before NFL games. In addition, his clients were compelled to respond to legal pleadings, notwithstanding the fact that Weinberg and/or the NFLPA procured legal representation for them.

Collins indicated that Weinberg had available at least three (3) possible means of avoiding a garnishment proceeding; he could have: (1) filed a supersedeas bond; (2) petitioned the Court to approve a different form of collateral; or (3) agreed with Silber on some other collateral for the judgment. Collins testified that in Federal court, such a bond typically would amount to ten percent (10%) of the judgment or approximately $25,000 here. The evidence established that Weinberg's assertion that he would be required to post a bond in the amount of 10% to 15% of the value of the total Contract Advisor fees for Davis' multi-year contract was erroneous. Notwithstanding the fact that the amount that Weinberg would likely have been required to post was significantly less than he claimed it would be, he failed to post a bond. Weinberg also elected not to agree with Silber on a different collateral for the judgment and he did not petition the Court to approve a different form of collateral. These decisions led to Silber's use of garnishment as a means of securing the judgment debt that Weinberg owed. The use of garnishment was a reasonably foreseeable consequence of Weinberg's failure either to pay the judgment to Silber or to follow at least one of the three (3) courses described above. The garnishment proceedings caused the involvement of Weinberg's clients in his ongoing dispute with Silber.

The conflict of interest stated in Section 3B(7) of the NFLPA Regulations is not a conflict between the Contract Advisor and the players he represents. Instead it is a conflict between the Contract Advisor and the "effective representation" of those players. The record demonstrated that the net effect of the garnishment proceedings was to create an "actual or potential conflict of interest with the effective representation of NFL players" because Weinberg's clients were entangled in his dispute with Silber. This entanglement could have been avoided by Weinberg if he had chosen one of the three courses of action described by Collins (i.e., posting bond, agreement as to different collateral or obtaining Court approval for a different form of collateral). Weinberg, however, did not chose one of those three pathways; instead, he chose a course of action that would likely lead to, and did in fact lead to garnishment proceedings which involved his clients.

Fraudulent Transfer

Section 24.005(a)(1) of the Texas Business and Commerce Code defines a fraudulent transfer as to present and future creditors as one where the debtor made the transfer "with the actual intent to hinder, delay or defraud any creditor". Section 24.005(b) sets forth eleven factors which may be given consideration in determining the "actual intent" specified in

Section 24.005(a)(1). These factors include the retention of control of the property transferred, making the transfer when the debtor had been sued or was threatened with suit, transfer of substantially all of the debtor's assets and removal or concealment of assets by the debtor.

As indicated above, the transfers by Weinberg to the Trust and to Sports at Work would reasonably be anticipated to make it more difficult for creditors to gain access to those monies. Thus, the evidence established that the transfers to the Trust and to Sports at Work hindered Silber's efforts to collect his judgment debt from Weinberg. In order to determine if such hindrance was in violation of the Texas version of the Uniform Fraudulent Transfer Act (UFTA), the factors enunciated in Section 24.005(b) must be considered.

First, the Trust documents indicated that Weinberg, as Settlor of the Trust, retained considerable control over the assets transferred to the Trust. Second, the record is clear that Weinberg was threatened with suit or had been sued both when he established the Trust and when he assigned his right to receive fees as a Contract Advisor to Sports at Work. (Collins, a lawyer experienced in the Texas version of the Uniform Fraudulent Transfer Act, testified that this factor was significant, insofar as assessing the status of a transaction as a fraudulent transfer.) Third, notwithstanding Weinberg's insistence at his June 2002 deposition that he had ample assets in the form of his receivables, the evidence established that he transferred substantially all of his assets to the Trust and/or Sports at Work. Finally, there can be little dispute that the transfers by Weinberg to the Trust and/or Sports at Work served to conceal his assets. Thus, the record demonstrated that Weinberg was acting in violation of Texas law, which is prohibited under the NFLPA Regulations.

Early Collection of Contract Advisor Fees

The record indicated that Weinberg acknowledged the early receipt of payment from Davis of the Contract Advisor fees associated with Davis' roster bonus. Weinberg received those monies on March 27, 2002, despite Davis having not yet received the compensation upon which the Contract Advisor fees were based, in violation of Section 4B(4) of the NFLPA Regulations. I note this is a technical violation. I note further Weinberg's assertion that the Contract Advisor fees were paid by Davis on March 27th because it was convenient for him to pay the monies by wire to Weinberg on that particular day.

Notwithstanding the technical nature of the violation by an early collection of Contract Advisor fees, this violation adds support to the finding that Weinberg engaged in concealing assets from Silber. A creditor who knows that a payment to his/her debtor is due on a date certain is likely to keep watch for that payment to arrive in the debtor's account, and then attempt to satisfy his/her debt from those newly-arrived monies. By receiving early payment of Contract Advisor fees from Davis, Weinberg had the opportunity to conceal those monies because Silber would not have been alert to the arrival of those monies as he was expecting them to be paid to Weinberg a few days later.

Penalty

As to the penalty for his actions, the evidence established that Weinberg's misconduct dealt with his own fitness as a Contract Advisor; his entangling the players whom he represented in his dispute with Silber and his technical violation in connection to the payment of Davis' roster bonus.

Revocation of certification for a period of three (3) years is the most severe penalty that the Disciplinary Committee can impose. The NFLPA Disciplinary Committee suspended Contract Advisor Tim Jumper for two (2) years because he failed to conduct due diligence in connection with an investment for a player he represented. In response to Jumper's appeal, I upheld the suspension in NFLPA Disciplinary Committee and Jumper, No. 01-D10 (Kaplan 2002). The NFLPA Disciplinary Committee revoked the certification of Tank Black for three years alleging that he had swindled players by means of a pyramid scheme. Prior to the adjudication of Black's appeal, he was imprisoned for criminal conduct related to that activity. In Taylor and Cavazos, No. 01-49 (Kaplan 2002), the Contract Advisor used a player's credit card without authorization and did not repay the player. On November 20, 2002, the NFLPA Disciplinary Committee revoked Cavazos' certification. In all of these cases, the Contract Advisor's misconduct dealt with his relationship to an NFL player(s) and actual financial harm to those player(s) with whom the Contract Advisor had a Player-Contract Advisor relationship.

In the instant case, the record demonstrated that Weinberg's primary misconduct was connected to his relationship with Silber and the litigation following the collapse of their partnership. While this misconduct by Weinberg did not directly result in a monetary loss to NFL players, as in the case of Jumper, Black or Cavazos, it clearly violated the NFLPA Regulations. In addition, Weinberg's misconduct in relation to Silber led to the entanglement of NFL players in such dispute with Silber. The record also made clear that Weinberg's misconduct was intentional and the entanglement of his clients in his dispute with Silber was a reasonably foreseeable consequence of his misconduct. Thus, although the misconduct by Weinberg does not rise to the same level as the misconduct by Jumper, Black or Cavazos, it warrants a significant period of suspension of his certification as an NFL Contract Advisor. The three (3) year revocation of certification imposed by the Disciplinary Committee is too severe a penalty because of the aspects that distinguish Weinberg's situation from the Jumper, Black or Cavazos cases which are noted above. I conclude that a more appropriate penalty is suspension of his certification until August 5, 2004.

******************

AWARD

******************

After considering all of the evidence presented at hearing and the arguments made, I find that:

1. Contract Advisor Steven Weinberg engaged in prohibited conduct as alleged by the Disciplinary Committee in its November 19, 2002 notice of discipline;

2. The appeal of Contract Advisor Steven Weinberg is sustained in part and denied in part;

3. The certification of Contract Advisor Steven Weinberg is suspended until August 5, 2004.

DATED: SEP 05 2003

Roger P. Kaplan
Roger P. Kaplan

Alexandria, Virginia

# EX. 4

# APP. 055 - 057

**CHAMBERS OF**
**HON. BARBARA S. JONES**
**UNITED STATES DISTRICT COURT**
**FOLEY SQUARE**
**NEW YORK, NEW YORK 10007**
**TEL: (212) 805-6186**
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**MAY 1, 2006**

**FAX COVER SHEET**

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**RE: POSTON V. NFLPA**
**06 CV 2249**

**THIS PAGE AND 2 OTHERS**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

| | | |
|---|---|---|
| CARL POSTON, Plaintiff, v. NFL PLAYERS ASSOCIATION, Defendant. | : | 06 Civ. 2249(BSJ) **ORDER** |

BARBARA S. JONES
UNITED STATES DISTRICT JUDGE

On April 20, 2006, this Court heard argument on Plaintiff's motion for a stay of the arbitration pending between the parties. For purposes of this order, familiarity with the facts is assumed.

Plaintiff has failed to demonstrate that he will be irreparably harmed absent the stay he seeks. *See Emery Air Freight Corp. v. Local Union 295*, 786 F.2d 93, 100-01 (2d Cir. 1986) (being compelled to arbitrate not irreparable harm); *see also Woodlawn Cemetery v. Local 365*, 930 F.2d 154, 157 (2d Cir. 1991) (finding that enforcement of collective bargaining agreement compelling arbitration would work irreparable harm because of the "extraordinarily rare" circumstance that same matter had already been fully argued in separate arbitration before National Labor Relations Board, whose decision was pending).

Plaintiff has also failed to show that he is likely to succeed on the merits of his claim here. Plaintiff admits that the subject matter of the disciplinary complaint against him is arbitrable. Therefore his argument, that procedural issues arising out of the prosecution of that complaint are not arbitrable, is without merit. *See Howsam v. Dean Witter Reynolds, Inc.*, 537 U.S. 79, 84, 123 S.Ct. 588, 154 L.Ed.2d 491 (2002); *John Wiley & Sons, Inc. v. Livingston*, 376 U.S. 543, 557, 84 S.Ct. 909, 11 L.Ed.2d 898 (1964).

Plaintiff has thus failed to meet his burden to obtain an injunction against the pending arbitration. *See, e.g., Covino v. Patrissi*, 967 F.2d 73, 77 (2d Cir. 1992). The motion is accordingly DENIED.

**SO ORDERED:**

Barbara S. Jones
**UNITED STATES DISTRICT JUDGE**

Dated: May 1, 2006
New York, New York

# EX. 5
# APP. 058 - 063

Briefs and Other Related Documents
Poston v. NFLPAE.D.Va.,2002.
United States District Court, E.D. Virginia.
Carl POSTON, Movant,
v.
NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION, Respondent.
**No. 02CV871.**

Aug. 26, 2002.

Football players association and association licensed contract advisor arbitrated dispute over alleged violation of association rules. After decision for association, advisor sought review by district court. On association's motion to confirm arbitration decision, the District Court, Cacheris, J., held that: (1) advisor failed to establish evident partiality by arbitrator toward association; (2) arbitrator acted within his authority under agreement; and (3) advisor failed to show that arbitrator had manifest disregard for proper application of respondeat superior doctrine.

Motion granted.
West Headnotes
**[1] T 335**

25T Alternative Dispute Resolution
25TII Arbitration
25TII(G) Award
25Tk331 Fraud, Partiality, or Misconduct
25Tk335 k. Prejudice or Partiality and Interest in Subject Matter. Most Cited Cases
(Formerly 33k64.3 Arbitration)
Association licensed contract advisor failed to establish "evident partiality" by arbitrator toward football players association, in lawsuit brought to review arbitration decision in favor of association, even though arbitrator derived significant amount of income from arbitrating disputes with association; arbitrator's interest in case was no different from that of any other arbitrator who worked often with given professional association and advisor should have known that arbitrator was regularly used by association, and therefore advisor should have raised any concerns regarding arbitrator's potential partiality prior to arbitration proceeding. 9 U.S.C.A. § 10.

**[2] T 316**

25T Alternative Dispute Resolution
25TII Arbitration
25TII(G) Award
25Tk316 k. Actions Exceeding Arbitrator's Authority. Most Cited Cases
(Formerly 33k57.1 Arbitration)
Arbitrator acted within his authority under agreement in deciding that association licensed contact advisor was liable under respondeat superior theory for his employee's conduct that violated rules of association, even though advisor asserted that arbitrator was not asked to address that issue; arbitrator's application of respondeat superior doctrine fell within scope of questions he was asked to address, issue of respondeat superior was considered by the parties, and advisor's attorney conceded appropriateness of its application to case provided that it could be established that employee's actions were improper. 9 U.S.C.A. § 10(a)(4).

**[3] T 329**

25T Alternative Dispute Resolution
25TII Arbitration
25TII(G) Award
25Tk327 Mistake or Error
25Tk329 k. Error of Judgment or Mistake of Law. Most Cited Cases
(Formerly 33k63.1 Arbitration)
Association licensed contract advisor failed to show that arbitrator had "manifest disregard" for proper application of respondeat superior doctrine to dispute over whether advisor's employee violated rules of association and whether advisor should have been held liable for violation of those rules, in lawsuit to review arbitration decision, since arbitrator, at worst, only made legal error in his application of law to facts of case.

MEMORANDUM OPINION
CACHERIS, District Court J.
*1 This matter is before the Court on Movant's Motion to Vacate in Part the Arbitration Award, Respondent's Cross-Motion to Confirm and Enforce the Arbitration Award, and Respondent's Motion for Sanctions. At issue is whether the arbitrator's application of the doctrine of *respondeat superior*, which was used to hold Movant responsible for the actions of a subordinate, justifies remedial action by

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this Court. For the reasons stated herein, the Court concludes that no such action is required.

I. Background

Movant Carl Poston ("Poston") is a licensed National Football League Players Association ("NFLPA") contract advisor currently residing in Texas. (Mot. to Vacate in Part Arbitration Award at ¶ 2.) Respondent NFLPA is an association incorporated in the Commonwealth of Virginia with its principal place of business in Washington, D.C. (*Id.* at ¶ 3.) Both parties allege that jurisdiction is appropriate pursuant to 28 U.S.C. § 1332,[FN1] and that venue in this Court is proper due to the fact that the arbitration determination at issue in this case was issued in this District.

FN1. Both parties subsequently amended their respective claims to allege the existence of federal question jurisdiction under the Labor Management Relations Act. *See* 29 U.S.C. § 185; *Black v. Nat'l Football League Players Ass'n,* 87 F.Supp.2d 1, 4 (D.D.C.2000) (finding federal question jurisdiction under similar circumstances).

Licensed contract advisors such as Poston represent National Football League ("NFL") players in various types of negotiations, including negotiations for employment contracts with particular teams and associated marketing opportunities. (*Id.* at ¶ 8.) Pursuant to their agreements with the NFLPA, the conduct of such advisors is governed by regulations established by the NFLPA, and the NFLPA, through its Disciplinary Committee, has the power to discipline contract advisors for noncompliance with these regulations. (*Id.* at ¶¶ 9-10, 14.)

On January 8, 2001, the Disciplinary Committee ruled against Poston with respect to a complaint brought by the NFLPA alleging that Jeffrey Knox ("Knox"), an employee in Poston's company, Professional Sports Planning ("PSP"), improperly purchased airline tickets for four members of the Florida State University ("FSU") football team during the summer of 1999. It was further found that Knox then attempted to persuade the travel agent who processed the transaction to lie to FSU officials concerning the identity of the purchaser of the tickets. One of these tickets was subsequently used by Laveranues Coles ("Coles"), who was then a member of the FSU team, to fly to Texas to attend a party hosted by PSP. Following an investigation, FSU officials suspended Coles for one game during the 1999 season and voluntarily reported the violation to the NCAA.

In accordance with established procedures, the Disciplinary Committee's determination was appealed by Poston and an arbitrator was selected by the NFLPA to resolve the matter. The parties stipulated that the following two issues would be presented to the arbitrator:
(1) Whether contract advisors Carl Poston and Kevin Poston have engaged in or are engaging in prohibited conduct, as alleged by the Committee?
(2) If so, whether the discipline imposed [via the January 8th NFLDC decision] should be affirmed or modified?

***2** (*Id.* ¶ 24.) The arbitrator determined that Poston was not aware of, and had not encouraged, the conduct at issue. He nevertheless found Poston liable for the acts of his employee under the doctrine of *respondeat superior.* [FN2]

FN2. Carl Poston's brother, Kevin Poston, conducts business with Carl and was also disciplined by the NFLPA. However, the arbitrator found that Kevin Poston was not a direct supervisor of the employee who committed the wrongful act in this case, and therefore ruled in his favor. Accordingly, Kevin Poston is not a party to the action currently before the Court.

Through his Motion to Vacate in Part the Arbitration Award, Poston now challenges this conclusion. Specifically, he complains of evident partiality on the part of the arbitrator chosen by the NFLPA (Count I), and further alleges that the arbitrator exceeded his powers (Count II) and misapplied the law of *respondeat superior* (Count III). The Court will address each issue in turn.

II. Standard of Review

As the Fourth Circuit has held, "[a] confirmation proceeding under 9 U.S.C. § 9 is intended to be summary: confirmation can only be denied if an award has been corrected, vacated, or modified in accordance with the Federal Arbitration Act." *Taylor v. Nelson,* 788 F.2d 220, 225 (4th Cir.1986). "The Act is a statement of Congressional intent in upholding private parties' arrangements for dispute

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resolution," and its policies should therefore "be effectuated whenever possible, and federal courts should 'rigorously enforce agreements to arbitrate.'" ' *Peoples Sec. Life Ins. Co. v. Monumental Life Ins. Co.*, 867 F.2d 809, 813 (4th Cir.1989) (quoting *Dean Witter Reynold, Inc. v. Byrd*, 470 U.S. 213, 221, 105 S.Ct. 1238, 84 L.Ed.2d 158 (1985)).

Accordingly, a district court's review of an arbitration proceeding "is limited to determining whether the arbitrators did the job they were told to do-not whether they did it well, or correctly, or reasonably, but simply whether they did it." *Remmey v. PaineWebber, Inc.*, 32 F.3d 143, 146 (4th Cir.1994), *cert. denied*, 513 U.S. 1112, 115 S.Ct. 903, 130 L.Ed.2d 786 (1995) (internal quotations omitted). "Courts are not free to overturn an arbitral result because they would have reached a different conclusion if presented with the same facts." *Id.*

Furthermore, courts must give substantial deference to an arbitrator's findings of fact and interpretations of law. *Upshur Coals Corp. v. United Mine Workers of Am.*, 933 F.2d 225, 229 (4th Cir.1991). Accordingly, an arbitrator's legal determination "may only be overturned where it is in manifest disregard of the law." *Id.* The arbitrator's award "is enforceable even if the award resulted from a misinterpretation of the law, faulty legal reasoning or erroneous legal conclusion, and may only be reversed when arbitrators understand and correctly state the law, but proceed to disregard the same." *Id.* (internal citations and quotations omitted).

## III. Analysis

Poston's arguments may be summarized as follows. With respect to Count I, he contends that, because the arbitrator in this case is regularly used by the NFLPA (and accordingly derives a significant amount of income therefrom), he is evidently partial toward the NFLPA. This alleged partiality, Poston argues, led the arbitrator to exceed the scope of his authority by examining the issue of *respondeat superior*, which Poston claims was not raised by the parties. This argument is continued in Count II, in which Poston contends that the arbitrator exceeded his powers by allegedly going beyond the scope of the two questions he was asked to examine. Finally, in Count III, Poston claims that there was no basis for the arbitrator's decision to apply Florida law to this case, and further contends that the law that was chosen was misapplied to the facts.

***3** The NFLPA, through its filings, contends that (1) the issue of *respondeat superior* was argued by the parties; (2) the issue of partiality on the part of the arbitrator was raised by Poston only after the decision was issued; and (3) this Court's severely limited scope of review prevents it from disturbing the arbitration award in this case.

Having carefully reviewed the facts and the applicable law, the Court agrees with the NFLPA. The Fourth Circuit has clearly and repeatedly emphasized "the limited scope of review that courts are permitted to exercise over arbitral decisions." *Remmey*, 32 F.3d at 146. Such limitations are "necessary to encourage the use of arbitration as an alternative to formal litigation." *Id.* Indeed, "[a] policy favoring arbitration would mean little ... if arbitration were merely the prologue to prolonged litigation." *Id.*

### *A. Count I*

[1] In light of the Court's limited scope of review, Poston, in his effort to prove evident partiality, bears the "heavy burden" of demonstrating "that a reasonable person would have to conclude that [the] arbitrator was partial to the other party to the arbitration." *ANR Coal Co., Inc. v. Cogentrix of North Carolina, Inc.*, 173 F.3d 493, 500-01 (4th Cir.), *cert. denied*, 528 U.S. 877, 120 S.Ct. 186, 145 L.Ed.2d 156 (1999). In considering whether a party has met this burden, courts look to the following four factors:

(1) the extent and character of the personal interest, pecuniary or otherwise, of the arbitrator in the proceeding; (2) the directness of the relationship between the arbitrator and the party he is alleged to favor; (3) the connection of that relationship to the arbitration; and (4) the proximity in time between the relationship and the arbitration proceeding.

*Id.* at 500. Having reviewed these factors in light of the facts presented in this case, the Court finds that Poston has failed to establish evident partiality on the part of the arbitrator. Specifically, the Court finds that the extent of the arbitrator's interest in this case is no different from that of any other arbitrator who works often with a given professional association, particularly in light of the fact that he also works with both the National Basketball Association and Major League Baseball. Indeed, an argument similar to the one made here has already been considered, and rejected, by another district court. *See Black*, 87 F.Supp.2d at 6 (holding that "it is of no moment that

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[the agent] did not have a hand in the structuring of the arbitration process. An NFL-selected arbitrator may have an incentive to appease his or her employer, but 'the parties to an arbitration choose their method of dispute resolution, and can ask no more impartiality than inheres in the method they have chosen" ') (quoting *Merit Ins. Co. v. Leatherby Ins. Co.,* 714 F.2d 673, 679 (7th Cir.1983)). The Court further notes that Poston, as a contract advisor, knew or should have known that the arbitrator used in this case is the one regularly used by the NFLPA, and therefore should have raised any concerns regarding the arbitrator's potential partiality prior to the arbitration proceeding at issue.

***4** Moreover, "the standard of 'evident partiality' contained in 9 U.S.C.A. § 10, such as would authorize vacating [an] arbitration award due to [the] bias of [an] arbitrator, is not made out by the mere appearance of bias." 3 *Federal Procedure, Lawyers Edition* § 4:119. Accordingly, arbitration awards should not be vacated "where the arbitrator has disclosed any circumstance that would show bias," or where "an objecting party who is in fact aware of the relationship at the time of the arbitration remains silent." *Id.* In light of the foregoing, the Court rejects Poston's claim of evident partiality on the part of the arbitrator.

*B. Count II*

[2] Turning next to the issue of whether the arbitrator exceeded his authority, the Court notes that the Federal Arbitration Act states that a district court may vacate an award on such grounds only when "arbitrators exceed[ ] their powers, or so imperfectly execute[ ] them that a mutual, final, and definite award upon the subject matter submitted [i]s not made." 9 U.S.C. § 10(a)(4). As the Fourth Circuit has noted, albeit in an unpublished opinion, "[p]rior cases addressing this provision have vacated arbitration awards on this ground only when the arbitrator either failed to resolve an issue presented to him or issued an award that was so unclear and ambiguous that the reviewing court could not engage in meaningful review." *Int'l Longshoremen's Ass'n v. Hampton Roads Shipping Ass'n,* No. 94-1838, 1995 WL 19321, at ---6 (4th Cir. Jan.19, 1995) (citing cases).[FN3]

FN3. The Court recognizes that it may not rely on unpublished opinions. However, it has reviewed the cases cited by the Fourth Circuit and agrees with this statement.

Furthermore, the Court, having considered the factors listed by the Fourth Circuit in *International Union, United Mine Workers of Am. v. Marrowbone Dev. Co.,* 232 F.3d 383, 388 (4th Cir.2000),[FN4] finds that the award in this case draws its essence from the agreement between the parties in the sense that it was: (1) within the arbitrator's prescribed role; (2) in accordance with the plain language of the agreement; and (3) was within the proper scope of the arbitrator's discretion. *See also Ass'n of Western Pulp & Paper Workers, Local 78 v. Rexam Graphic, Inc.,* 221 F.3d 1085, 1089 (9th Cir.2000) ( "It is well-established law that as long as an arbitrator's award draws its essence from the contract ... his interpretation of the scope of the issues submitted to him is entitled to broad deference.") (internal quotations omitted). The Court therefore concludes that the arbitrator acted within his authority under the agreement. This decision is based on, *inter alia,* the fact that (1) the arbitrator's application of the doctrine of *respondeat superior* may properly be said to fall within the scope of the questions he was asked to address; [FN5] and (2) the issue of *respondeat superior* was considered by the parties, and a fair reading of the transcript of the proceedings leads to the conclusion that Poston, through his attorney, conceded the appropriateness of its application to his case provided that it could be established that Knox's actions were improper.[FN6]

FN4. The factors are as follows:
(1) the arbitrator's role as defined by the agreement; (2) whether the award ignored the plain language of the agreement; and (3) whether the arbitrator's discretion in formulating the award comported with the essence of the agreement's proscribed limits. *Int'l Union,* 232 F.3d at 388.

FN5. Indeed, the NFLPA regulations prohibit contract advisors from "[e]ngaging in unlawful conduct and/or conduct involving dishonesty, fraud, deceit, misrepresentation, *or other activity which reflects adversely on his/her fitness as a Contract Advisor or jeopardizes his/her effective representation of NFL players.*" (NFLPA Agent Regulations at Section 3) (emphasis added). Because the negligent supervision of an employee may clearly be considered to be "other activity which reflects adversely on [Poston's] fitness as a Contract Advisor or jeopardizes [his]

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effective representation of NFL players," *id.*, the Court doubts whether a literal application of the doctrine of *respondeat superior* is required in order to justify the arbitrator's decision in this case. That is, Poston's own negligent supervision is arguably sufficient under the above-quoted regulation to justify some measure of disciplinary action.

FN6. The following excerpt from the hearing illustrates this point:
[Arbitrator]: ... My question is if, in fact, assuming arguendo, that Mr. Knox and his actions violated NFLPA regulations-are you saying that both Postons are not responsible for the acts of their employee?
[Counsel for Poston]: I'm saying that they would not be responsible for any known act. Can I have one moment?
[Arbitrator]: Sure.
[Counsel for Poston]: Mr. Kaplan, you're asking me a big home run question. My clients wanted to give me some input on their suggestion for that answer.
[Arbitrator]: Okay.
[Counsel for Poston]: I'm going to give you that answer. We are of the opinion that the answer would be yes, if you find that respondeat superior applies. Yes, the Postons could be held responsible. However, we don't think that Jeff Knox did anything.
(Tr. of June 7, 2001, hearing at 22-23.)

*C. Count III*

*5 [3] Finally, in turning to Count III, the Court notes that the plain text of this claim speaks only in terms of the arbitrator's alleged misapplication of the law of *respondeat superior,* not his manifest disregard for the proper application of the doctrine.[FN7] However, the Fourth Circuit has ruled that mere misapplication of the law cannot serve as the basis for a decision to vacate an arbitration award. *See* Remmey, 32 F.3d at 149 ("[A] court's belief that an arbitrator misapplied the law will not justify vacation of an arbitral award."). Rather, the party challenging the award must establish "manifest disregard" for the applicable law on the part of the arbitrator. That is, the party must demonstrate "that the arbitrator[ ] w[as] aware of the law, understood it correctly, found it applicable to the case before [him], and yet chose to ignore it in propounding [his] decision." *Id.* at 149-50.

FN7. Count III is entitled "The Arbitrator Misapplied the Law," and concludes by stating that "[t]he award allowing the letter of reprimand to stand as against Carl Poston should be vacated as the arbitrator misapplied the law of *respondeat superior.*" (Compl. at ¶ 63.)

As Count III fails to properly allege manifest disregard for the law, Poston's claim for relief on this basis clearly fails. However, even if a fair reading of Count III could be said to include a claim for manifest disregard of the law, such a claim is not supported by the facts of this case.

As the Sixth Circuit recently noted, the use of concept of manifest disregard to vacate an arbitration award was upheld by a federal court of appeals in only two instances during the forty-seven years between its first clear articulation in *Wilko v. Swan,* 346 U.S. 427, 436, 74 S.Ct. 182, 98 L.Ed. 168 (1953), and the Sixth Circuit's examination of the issue in 2000. *See* *Dawahare v. Spencer,* 210 F.3d 666, 670 (6th Cir.2000) (citing *Halligan v. Piper Jaffray, Inc.,* 148 F.3d 197 (2d Cir.1998), *cert. denied,* 526 U.S. 1034, 119 S.Ct. 1286, 143 L.Ed.2d 378 (1999), and *Montes v. Shearson Lehman Bros., Inc.,* 128 F.3d 1456 (11th Cir.1997)). In both cases there was evidence suggesting that the arbitrator was aware of the applicable law but purposely declined to follow it. *See* *Dawahare,* 210 F.3d at 670. The Sixth Circuit, concluding that no such situation existed in *Dawahare,* affirmed the district court's confirmation of the arbitration award. *Id.* at 671.

As in *Dawahare,* Poston has failed to demonstrate purposeful disregard for applicable, clearly defined law by the arbitrator in this case. Indeed, as previously noted, the arbitrator's determination was consistent with the admission by Poston's attorney that application of the doctrine of *respondeat superior* would be appropriate if it could be determined that Knox acted inappropriately. *See, supra,* note 6. The fact that Poston's counsel later had the opportunity to further research this issue and now contends that *respondeat superior* is inapplicable to the case at bar leads only to the conclusion that the arbitrator, at worst, made a legal error in his application of the law to the facts of this case; it cannot be said that he purposely disregarded established legal precedent. It therefore is beyond dispute that any such misapplication was an error of legal analysis rather than a manifest disregard for the law. As such, it cannot serve as the basis for a decision by this Court to vacate the arbitration award

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at issue.

***6** Accordingly, having carefully reviewed the Opinion and Award of the arbitrator in this case, the Court, based on the limited nature of the review permitted by existing law, finds nothing that would justify vacating a portion of the arbitrator's opinion as requested by Poston. The NFLPA's motion to confirm and enforce the award will therefore be granted.

IV. Motion for Sanctions

Finally, Respondent NFLPA has also filed a motion for sanctions pursuant to Rule 11 of the Federal Rules of Civil Procedure. Decisions regarding the imposition of Rule 11 sanctions are left to the Court's discretion. *See Edmond v. Consumer Protection Division,* 934 F.2d 1304, 1313 (4th Cir.1991). In the Fourth Circuit, the test regarding such sanctions is one of objective reasonableness: "whether a reasonable attorney in like circumstances would believe his actions to be factually and legally justified." *Id.* (internal quotations omitted).

Having reviewed the record, the Court finds that the imposition of sanctions is not appropriate in this case. Although the Court rejected Poston's arguments, it cannot find, based on the record before it, that a violation of Rule 11 has occurred. Accordingly, NFLPA's motion for sanctions will be denied.

V. Conclusion

For the foregoing reasons, Movant's Motion to Vacate in Part the Arbitration Award will be denied. Respondent's Cross-Motion to Confirm and Enforce the Arbitration Award will be granted. Respondent's Motion for Sanctions will be denied. An appropriate order shall issue.

ORDER

For the reasons stated in the accompanying Memorandum Opinion, it is hereby ORDERED that:

1) Movant's Motion to Vacate in Part the Arbitration Award is DENIED;

2) Respondent's Cross-Motion to Confirm and Enforce the Arbitration Award is GRANTED;

3) Respondent's Motion for Sanctions is DENIED; and

4) the Clerk of the Court shall forward copies of this Order and the accompanying Memorandum Opinion to all counsel of record.

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Not Reported in F.Supp.2d, 2002 WL 31190142 (E.D.Va.), 171 L.R.R.M. (BNA) 2158

Briefs and Other Related Documents (Back to top)

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